

AWARD DATA

Orders May Be Placed Prior to 8/31/2003

Red Tree Vole Surveys, Indefinite-Delivery, Indefinite-Quantity

Ordering Agencies: BLM OR/WA

BLM Contract No: HAC002W00

Contractor: Hamer Environmental, 19997 Hwy. 9, Mt. Vernon, WA 98274

BLM contact: Myrna Jungling, Contracting Officer, 503-808-6225

Contractor contact: Thomas E. Hamer, Phone 360-422-6510, FAX same as phone

For contractor's technical approach, and missing information from Section I and J contact:
Lorrie Gleghorn at 503-808-6230

SECTION B - SCHEDULE OF ITEMS

This is a three-year indefinite-delivery, indefinite-quantity contract for Red Tree Vole Surveys to include tree climbing. Offers shall be submitted for survey subitem A and tree climbing subitem B as listed below. These prices will be used to determine the price of each task order. The quantities listed are the estimated amounts of survey acres and trees to be climbed anticipated to be ordered throughout the contract. Offerors shall enter a unit price for each subitem, then multiply the unit price by the estimated quantity to obtain the total amount.

<u>Sub-item</u>	<u>Description</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
A	Red Tree Vole Surveys	8000	AC	\$ <u>22.53</u>	\$ <u>180,240.00</u>
B	Tree Climbing Trees < 36" DBH	800	TR	\$ <u>68.61</u>	\$ <u>54,888.00</u>
C	Tree Climbing Trees >36" DBH	100	TR	\$ <u>68.61</u>	\$ <u>6,861.00</u>
TOTAL - SUBITEMS A, B AND C					\$ <u>241,989.00</u>

(ALL OR NONE)

NOTE:

AC = Acre

TR = Tree

DBH = Diameter at Breast Height

PERFORMANCE TIME:

Subitem A: One (1) calendar day for each 60 acres of the task order.

Subitem B: One (1) calendar day for each 10 trees of the task order.

Subitem C: One (1) calendar day for each 8 trees of the task order.

ESTIMATED START WORK DATE: May 8, 2000

THIS PROCUREMENT IS SET ASIDE FOR SMALL BUSINESS CONCERNS.

SCHEDULE OF ITEMS (continued)

EVALUATION FOR AWARD: The award will be made on an all or none basis in accordance with Section L, Instructions, Conditions and Notices to Offeror, Clause 52.215-1, Instructions to Offerors--Competitive Acquisition and Section M, Evaluation and Award Factors.

All work will be ordered by task orders prior to August 31, 2003. Each task order must be completed before following task orders are issued unless authorized by the Contracting Officer (CO).

The Sample Task Order (See Section J) is a sample order and given for illustration only.

The minimum order against the contract is \$15,000. The total value of the contract will not exceed \$250,000.

REFER TO SECTION I, CLAUSES 52.216-18 ORDERING, 52.216-19 TASK ORDER LIMITATIONS AND CLAUSE 52.216-22 INDEFINITE QUANTITY.

CONTRACTOR SHALL PROVIDE A TECHNICAL PROPOSAL IN ACCORDANCE WITH THE FORMAT AND CONTENT AS OUTLINED IN SECTION L.

SECTION C - SPECIFICATIONS APPLICABLE TO RED TREE VOLE SURVEYS

C.1.0 GENERAL

C.1.1 Description of Work

C.1.1.1 The Contractor shall provide all services necessary for the collection of field data on red tree voles. Data shall be collected on proposed project units in the Glendale Resource Area, Medford District, Bureau of Land Management (BLM).

C.1.1.2 All work shall be done as directed in "SURVEY PROTOCOL FOR THE RED TREE VOLE (*Arborimus longicaudus*)" Version 2.0, dated February 18, 2000 (BLM Instruction Memorandum No OR-2000-037). However, Forest Service Region 6 Tree Climbing Standards are optional. Only Federal Government personnel are subject to certification. (See Exhibit in Section J).

C.1.1.3 **Subitem A - Red Tree Vole Surveys**

- a. One complete protocol visit is required to each survey area identified in maps provided in each task order. Climatic conditions could preclude surveys during inclement weather. All field work shall be completed by November 30, 2003.
- b. The indefinite quantities feature of this contract provides the ability to order additional acres of surveys up to the maximum specified dollar amount of the contract through the issuance of task orders.
- c. Data shall be collected on red tree vole nests and suitable habitat. Field forms and maps showing locations of red tree vole nests, unknown nests, and survey routes shall be completed. (See Section J for protocol field forms).
- d. Provide the BLM with: 1) maps showing survey transects, all red tree vole nest and resin duct locations, and unknown nest locations; 2) GPS coordinates for all red tree vole locations; 3) completed survey forms of all areas surveyed.

C.1.1.4 **Subitem B - Tree Climbing**

- a. Climbing shall be performed after project area(s) surveys have been completed and accepted under Subitem A.
- b. The COR will designate trees with unknown nests to be climbed based on Subitem A. survey results.
- c. Designated trees will be identified by tree identification numbers from Contractor provided survey maps.
- d. Designated trees shall be climbed to inspect unknown nests for evidence of red tree voles.

C.1.2 Location of Work - Field surveys shall occur within the boundaries of the Glendale Resource Area. Not all unit boundaries will be physically identified on the ground. Maps and aerial photos of survey areas will be provided. Much of the terrain is steep, has dense brush, and can be very difficult to walk through.

C.1.3 Access

C.1.3.1 Some areas do not have direct road access and walk-ins shall be required. Permission is required from private land owners before crossing private lands when attempting to access BLM lands. A four-wheel-drive vehicle may be needed to gain access to some of the units.

C.1.3.2 Locked gates restricting access are noted on the project maps. Keys to locked BLM gates restricting access will be issued to the Contractor. All gate keys for each task order shall be returned before the final payment is made. The Contractor shall be responsible for the cost of replacement gate keys and locks if keys are not returned.

C.1.4 Pework Conference - The Contracting Officer's Representative (COR) will arrange a Pework conference after the contract is awarded, to ensure a clear understanding of the scope of the contract, documentation requirements, and inspection and payment schedules.

C.2.0 DEFINITIONS

Base (reference, control) Station: A GPS receiver set up at a known location; that is, a point whose Universe Transverse Mercator (UTM) coordinates and elevation is known.

CEP (circular error probable, 2-dimensional): Statistical measure of accuracy. It implies the probability that 50% of the positions obtained will fall within a circle of the specified radius.

GPS: Global Positioning System

PDOP (Position Dilution of Precision): PDOP is an indicator of the satellite's geometry in relation to the user's GPS receiver location. The smaller the number the better the geometry; therefore, the more accurate the position.

Survey Protocol - Specific instructions explaining how to perform standardized species field searches and data collection.

C.3.0 CONTRACTOR-FURNISHED PROPERTY AND SERVICES

C.3.1 The Contractor shall furnish all labor, equipment, crew supervision, transportation, supplies (except those designated as Government-furnished) and incidentals, and perform all work necessary to conduct red tree vole surveys and climb Government-designated trees, in compliance with the terms, specifications, conditions, and provisions of this contract.

C.3.2 Specifically, but not necessarily all inclusive, furnish:

- a. Protective covering for aerial photos (large heavy gauge "zip loc" freezer bags).
- b. Wide-lined permanent marking pens for marking flagging and baggies.
- c. Hand lens (minimum magnification 10 X).
- d. Plastic zip-lock baggies for the collection of resin ducts.
- e. GPS unit compatible with Pathfinder Software and capable of 2 to 5 meter CEP.
- f. Flagging (color(s) will be designated in the Pework Conference).
- g. Staple hammers and ½" staples.
- h. Compasses.
- i. Clinometers.
- j. Red Tree Vole survey training (Contractor shall provide this training).
- k. Climbing gear (for climbing trees).
- l. Diameter at Breast Height (DBH) tape.

C.4.0 GOVERNMENT-FURNISHED PROPERTY AND SERVICES

C.4.1 The Government will furnish to the Contractor the following materials, supplies, property or services:

- a. Transportation map of Glendale RA showing roads and boundaries (2 copies).
- b. "SURVEY PROTOCOL FOR THE RED TREE VOLE (*Arborimus longicaudus*)" Version 2.0
- c. Color aerial photos showing project areas needing surveys (1 copy).
- d. Contour maps of each unit showing survey area and acres (1 copy).
- e. Keys for BLM gates.
- f. Field form for survey data (1 master copy).
- g. Wildlife observation form (1 master copy).
- h. Training in the use of BLM provided data dictionary.
- i. Wildlife tree tags
- j. Forest Service Region 6 Tree Climbing Standards will be available for review in the Medford District Office.

C.4.2 The Contractor shall be liable for all loss or damage of such Government-furnished property until completion and final acceptance of work. All items will be available during normal working hours 8 am - 4:30 pm, Monday through Friday, from the COR at the Medford District Office, 3040 Biddle Road, Medford, OR 97504.

C.5.0 SPECIFIC TASKS

C.5.1 **Subitem A - Red Tree Vole Surveys**

C.5.1.1 Field Work

- a. Project areas shall be surveyed for red tree voles using the "Line Transect Survey Method" as described in the "SURVEY PROTOCOL FOR THE RED TREE VOLE (*Arborimus longicaudus*)" Version 2.0.
- b. Not all project boundaries will be physically identified on the ground. Areas to be surveyed without on-ground identification shall be surveyed by approximating the boundary location from Government-provided maps and photos.
- c. All survey area entry points and routes shall be flagged. At road crossings, and when entering and exiting privately owned land, double flagging shall be hung. Flagging shall be hung inter-visibly (each flag at least 2 feet in length and easily visible from the previous and following flags) along the survey transect lines with a maximum distance of 50 feet between flags. Routes shall be marked with flagging color designated by the Government. Take-off points from roads, start and end transect points shall be double flagged. Flagging identifying take-off points, start and end of transects, shall be clearly marked with a permanent marker, the species surveyed for "RTV", date, and surveyor initials. Record compass bearings on start of transect flags.
- d. When a evidence of a red tree vole nest is found, the nest tree or nearest presumed nest tree shall be tagged with three (3) tags 5' above ground. The tags shall have the initials "RTV", date, surveyor initials, and tree identification number clearly inscribed on it. Provide GPS locations collected with a GPS unit capable of 2 to 5 meter CEP for all red tree vole nests. At the discretion of the COR, survey units with a high density of red tree voles may have GPS requirements reduced.
- e. Trees with unknown nests shall be flagged around the tree with the specified flagging, labeled as unknown nest, numbered, and mapped. These trees may be selected for climbing by the COR.
- f. When evidence of a red tree vole nest is found, collect and submit a sample of the resin ducts. Resin ducts shall be collected in a plastic zip-lock baggie. The baggie shall be clearly labeled with date, location (tree ID#), and surveyor initials. These samples of resin ducts shall be submitted to the COR with completed survey forms and maps (See C.5.1.2.e).

- g. Surveys shall not be conducted under inclement weather conditions such as precipitation, fog, and snow which would reduce the visibility of nests and/or resin ducts. Surveys shall not be done at times of day when low light conditions reduce visibility into and through the tree canopy.
- h. Delineate stands of high quality red tree vole habitat on the survey maps or aerial photos, where nest structures or resin ducts are not observed from the ground.

C.5.1.2 Documentation

- a. All red tree vole surveys shall be recorded on protocol survey forms (See Section J). Survey data shall be recorded for every survey area, and survey forms completed even if evidence of red tree voles is not found.
- b. Locations of red tree vole nests or resin ducts, and unknown nests, corresponding tree number, and survey routes shall be accurately mapped on 20-foot contour maps with sufficient detail to allow BLM to locate the sites. If the Project Inspector (PI) finds that the red tree vole nest location was not accurately mapped, the Contractor shall return to the site and correct the mapping error (accompanied by the PI when possible).
- c. Accuracy of GPS locations shall be sub 5 meter CEP. The PDOP value must remain below 8 for the entire session and should be below 6 for the majority of the session. Set log DOP = Yes, to insure this data is recorded in the files. All files shall be submitted to the BLM differentially corrected to base stations within 300 miles of field sites. Submitted data shall be in an electronic format (Arcview export files (DOS) Shape files) and be collected as follows:

Datalogger Requirements:

Coordinates -	UTM
Datum -	N-Am.1927CONUSmv
Units -	Meters
Set Log DOP -	Yes

Export Requirements:

Format -	Arcview Shape file
System -	DOS Files

Attributes-	Attribute Value
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Position Filter -	Filter by GPS Position Info 3D (4 or more SV's) Max PDOP 8
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Coordinate System -

Use Export Coordinate System
System-UTM
Zone-10 North
Datum-NAD 1927 Conus
Coordinate Units - meters
Altitude Units - meters
Altitude Reference - HAE
Export Coordinates as - XY

- d. A minimum 20-minute attempt shall be made to try to achieve sub 5 meter accuracy. If, after 20 minutes, the accuracy achieved is 30 hits, this will be acceptable. If after 20 minutes, an accurate GPS point at plot center cannot be achieved, attempt an offset reading with distance and compass bearing. Offsets will be discussed at the prework conference.
- e. At 2-week intervals for the duration of the contract, provide the COR with: 1) one copy of completed and proofed survey forms and maps for each visit, 2) resin duct samples, and 3) GPS point data. All data entries recording the presence of resin ducts shall have a corresponding sample. A designated time and location for submissions will be established during the Prework Conference.
- f. Bi-weekly progress reports are not required during periods of time when no activity is occurring under the contract. Provide a proposed schedule of work to the COR at least one week prior to re-commencing activities under the contract.
- g. Within 15 calendar days after completion of the field surveys for the Task Order, provide a hard copy report and an electronic copy in Word Perfect 6.0 or greater or equivalent compatible program, including the following items to the COR:
 - 1) Typed description of survey methodology, and results (nest status data per unit and per acre).
 - 2) Originals of completed maps and field forms for all surveys plus any edits.
 - 3) Personal comments, notes, recommendations.
 - 4) Any required data not previously submitted.
 - 5) Master disk and back-up disk with GPS information.
- h. All reports and maps shall be clear and reproducible on a black-and-white copy machine. All submittals shall be reviewed by the Contractor to ensure completeness, legibility and consistency in style before submitting to the COR.
- i. Submit a signed Statement of Certification that all red tree vole surveys were conducted to Protocol.
- j. Document State or Federally listed, sensitive or protected wildlife, or any other survey and manage species, or archaeological sites, as encountered, on wildlife observation forms with locations shown on an attached survey map.

C.5.2 Subitems B and C - Tree Climbing

C.5.2.1 Field Work

- a. The COR will designate trees with “unknown nests” selected for climbing.
- b. Climb the designated tree and locate the nest. If the nest exhibits evidence of a red tree vole, collect a sample of the resin ducts in a plastic zip-lock baggie. The baggie shall be clearly labeled with date, location (tree identification number) and surveyor initials. Samples of any other nest material that may define species occupation shall be collected in a labeled zip-lock baggie. These samples of resin ducts and nest material shall be submitted to the COR with Form Number 3 (see C.5.2.2.a). The tree shall be marked and GPS location taken as described in C.5.1.1.d
- c. Care shall be taken to minimize disturbance of all nests found, whether they are mammals or birds.
- d. Hang a flag that is easily visible from the ground, near the inspected nest, or on the lower branches of the tree if no nest is observed to document climbed trees and inspected nests.

C.5.2.2 Documentation

- c. The “Red Tree Vole Nest Tree and Nest Data Protocol Form” (See Protocol Form Number 3 in Section J) shall be completed for each tree climbed, to include observation notes, even if evidence of red tree voles is not found. Observation notes shall include nest structures observed in other surrounding trees and nest status determinations made by the observer (see Protocol Form Number 2 in Section J).
- b. Use a 35mm camera to photograph the tree climber inspecting nests in each tree climbed. Label the photograph with the tree identification number and submit to the COR with the survey protocol forms.
- c. Map the additional red tree vole nest trees and unknown nest trees, with the corresponding tree number, unless all nests in a tree were observed to be non-red tree vole.
- d. At one-week intervals for the duration of the contract, provide the COR with:
1) one copy of completed and proofed Forms Number 2 and 3, 2) photographs, 3) maps, and 4) samples of resin ducts and nest material.

SECTION E - INSPECTION AND ACCEPTANCE

52.246-4 INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

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E.1.0 QUALITY ASSURANCE PLAN/INSPECTION

E.1.1 The COR and/or the PI will inspect a minimum 10% of completed survey areas, a minimum 10% of photographs of climbers, all maps, all forms, and all electronic data as a basis for acceptance of work. The Contractor shall provide quality control measures to assure compliance with contract specifications.

E.1.2 Resin duct and other nest samples, and all documentation of completed survey areas and trees climbed shall be submitted to the COR at the appointed time(s). The COR will inspect all documentation for legibility, completeness and consistency in reporting style. Any submittals not meeting these requirements will be returned and re-done.

E.2.0 ACCEPTANCE

E.2.1 The Contractor shall rework any area or portion thereof (to include climbing trees) if the terms of the specifications were not met. If the inspection reveals the need for rework, the COR will notify the Contractor immediately in writing. All rework must be completed prior to proceeding to new areas.

E.2.2 All required documentation shall be completed before acceptance.

E.3.0 PAYMENT

E.3.1 **Subitem A - Red Tree Vole Surveys**

E.3.1.1 Payment will be made for the number of acres completed and accepted at the unit price as stated in each Task Order.

E.3.1.2 Upon completion and acceptance of surveys to protocol, the COR will initiate payment in the amount of one hundred (100) percent of the unit price times the number of acres surveyed up to the total quantity listed in the Task Order.

E.3.2 **Subitems B and C - Tree Climbing**

E.3.2.1 Payment will be made for the number of trees climbed and accepted at the unit price as stated in each Task Order

E.3.2.2 Upon completion and acceptance of trees climbed and all required samples and documentation, the COR will initiate payment in the amount of one hundred (100) percent of the unit price times the number of trees climbed up to the total quantity listed in the Task Order.

E.3.3 Final payment under the contract will not be made until all Government-furnished property not utilized during performance of the contract has been returned as directed by the COR.

E.3.4 Measurement of Treatment Areas - Survey area acreage is determined from GIS computer mapping data, and is based on horizontal measurement.

E.3.5 Remeasurement of Treatment Areas

E.3.5.1 The Contractor may, at any time during the course of the contract, request in writing to the CO remeasurement of any survey area if they feel that the acreage stated in the contract and on the project maps is incorrect.

E.3.5.2 If remeasurement indicates that a variance of 5% or less exists, the Contractor shall pay for the actual cost of the remeasurement. Payment for the treatment area will be based on the acreage stated in the Task Order.

E.3.5.3 If remeasurement indicates that the actual acreage variance is more than 5% of that shown in the Task Order, payment for the treatment area will be based on the re-measured acreage. The cost for remeasurement will be incurred by the Government.

SECTION F - DELIVERY/PERFORMANCE

F.1.0 CONTRACT TIME

The Contractor shall begin work within three (3) calendar days from the effective date of the notice to proceed if climatic parameters remain within set protocol standards. The Contractor shall continue performance of the work under the contract without delay or interruption except by causes beyond his control as defined in the contract clauses of the contract, or by the receipt of a "Suspend Work Order" issued by the Government. Failure to do so may be cause for action under the "Default" clause. The Contractor shall complete all work required within the time specified in each task order.

F.2.0 PROGRESS PLAN

At the Prework Conference, the Contractor shall provide to the COR a written "work progress plan" that details his proposed work force and schedule to provide for orderly completion of the work within the contract performance time. This work schedule must be acceptable to the Government. At a minimum, the schedule should reflect a work progress rate equal to the available amount of contract performance time. The unit sequence work schedule will be determined by the COR at the Prework conference and may be subject to change because of normal variations in weather conditions at no change in contract time or price.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1.0 CONTRACTING OFFICER'S REPRESENTATIVE DEFINITION

The “Contracting Officer’s Representative (COR)” is the on-the-ground administrator for the Contracting Officer.

G.2.0 PROJECT INSPECTOR DEFINITION

“Project Inspector” means the person designated by the COR to perform, as needed, on-the-job Government inspection of work accomplished by the Contractor.

G.3.0 RESPONSIBILITIES OF THE CONTRACTING OFFICER'S REPRESENTATIVE AND PROJECT INSPECTOR

G.3.1 The COR’s authorities and responsibilities are defined in the COR’s Designation Letter. The COR is authorized to clarify technical requirements, and to review and approve work which is clearly within the scope of work. The COR is NOT authorized to issue changes pursuant to the changes clause or to in any other way modify the scope of work.

G.3.2 The Project Inspector is responsible for checking the Contractor's compliance with the technical specifications, drawings, work schedule, and labor provisions at the site of the work.

G.4.0 NOTICE TO PROCEED

G.4.1 After award of contract, the COR will issue to the Contractor a written notice to proceed. Issuance of the notice may be delayed for a reasonable time, at the discretion of the Government, if adverse soil, vegetative, or climatological conditions exist.

G.4.2 The Contractor shall perform no preliminary work prior to receipt of the written notice to proceed. Contract time starts on the effective date of the notice to proceed.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1.0 WORK HOURS

Work hours under this contract shall be limited to the time between one-half hour before sunrise to one-half hour after sunset each day. No work will be done on Sunday unless mutually agreed upon.

H.2.0 PROSECUTION OF THE WORK

H.2.1 The capacity of the Contractor's plant, method of operation, and forces employed shall, at all times during the continuance of the contract, be subject to the approval of the Contracting Officer and shall be such as to assure the completion of the work within the specified period of time. To the extent stated in the specifications, the Contracting Officer shall have the right to select the sequence in which the individual work will be completed.

H.2.2 If work is seriously or chronically deficient, the Contractor's right to proceed may be suspended until the performance problems can be resolved and work may resume. The contract time will continue to run during any such period of suspension.

H.2.3 The Contracting Officer may, in writing, require the Contractor to remove from the work any employee found to be working in an unsafe manner.

H.3.0 ENVIRONMENTAL INTERRUPTION OF WORK

H.3.1 Environmental - The Contracting Officer, by issuance of a suspend work order, may direct the Contractor to shut down any work that may be subject to damage due to weather conditions or fire danger. The Contractor will be given a resume work order which will document the date the work suspension ends. An allowance has been included in the contract time for short term environmental delays up to one day at a time. The count of contract time will therefore continue during work interruptions of one day or less, but the count of contract time will stop during work interruptions in excess of one day at a time. All periods of interruptions directed by the Government will be documented. The Contractor will not be entitled to additional monetary compensation for such suspensions regardless of duration.

H.3.2 Endangered Species - The Government may direct the Contractor to discontinue all operations in the event that listed or proposed threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, or Federal candidate (Category 1 and 2), sensitive or state listed species, identified under BLM Manual 6840, are discovered to be present in or adjacent to the project area. Actions taken under this paragraph shall be subject to the Suspension of Work clause in Section I, FAR 52.242-14.

H.4.0 PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL RESOURCES

If, in connection with operations under this contract, the Contractor, subcontractors, or the employees of any of them, discovers, encounters or becomes aware of any objects or sites of cultural value on the project area, such as historical or prehistorical ruins, graves or grave markers, fossils, or artifacts, the Contractor shall immediately suspend all operations in the vicinity of the cultural value and shall notify the COR in writing of the findings. No objects of cultural resource value may be removed. Operations may resume at the discovery site upon receipt of written instructions. Actions taken under this paragraph shall be subject to the Suspension of Work clause in Section I, FAR 52.242-14.

H.5.0 SUBCONTRACTS

If the contractor desires to subcontract any work under the contract, it shall obtain the Contracting Officer's written consent. The request to subcontract shall contain the following information:

- (a) Name of subcontractor
- (b) Description and amount of supplies or services to be subcontracted. The Contractor shall insert in any subcontracts all applicable clauses contained in the contract.

H.6.0 RESTORATION OF RESOURCES

H.6.1 Cleanup - The Contractor is responsible for cleaning up all camp and worksites before leaving the area. Final payment may be withheld until the Contractor has complied with this requirement.

H.6.2 Access Roads - Public or private access roads damaged by the Contractor shall be restored, at his expense, to the same condition they were in at the commencement of work.

H.7.0 FIRE DANGER SEASON

If the COR allows the Contractor to continue work during periods of Closed Fire Season, the Contractor shall comply with all applicable State laws relating to fire prevention and with all special conditions of work as directed by the COR.

H.8.0 IMPROPER DISPOSAL OF GOVERNMENT-FURNISH MATERIAL

- H.8.1 Improper disposal includes, but is not limited to, the wrongful ditching, hiding or burying of Government-furnished material (GFM). The Government may, by issuance of a written order, suspend the Contractor's right to proceed for improper disposal of GFM. The Contractor may be required to remove from the contract site any individuals involved in the improper disposal of GFM.
- H.8.2 The Contractor will be charged for the actual costs of the improperly disposed GFM. The costs will be based on the current market value and any associated costs.

SECTION I - CONTRACT CLAUSES (Continued)

52-216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through August 31, 2003.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, or by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$15,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for single item in excess of \$150,000.

(2) Any order for a combination of items in excess of \$200,000.

(3) A series of orders from the same ordering office within 21 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within seven (7) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after December 3, 2003.

SECTION J - LIST OF ATTACHMENTS/EXHIBITS

J - 1 WAGE INFORMATION

CLASSIFICATION AND WAGES OF GOVERNMENT EMPLOYEES

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT

J - 2 SAMPLE TASK ORDER

J - 3 GLENDALE RESOURCE AREA VICINITY MAP

J - 4 PROJECT UNIT MAPS

J - 5 SURVEY PROTOCOL FOR THE RED TREE VOLE VERSION 2.0

SAMPLE TASK ORDER

To: Contractor's Name
Address

From: Bureau of Land Management (952)
Branch of Procurement Management
P.O. Box 2965
Portland, Oregon 97208

Contract No:
Item Number(s):

Requesting Office: Medford District
Task Order No:
Task Order Date: May 1, 2000

ITEM NO.	UNIT/TREATMENT	QTY	UNIT	UNIT PRICE/AC	TOTAL AMOUNT
RED TREE VOLE SURVEYS					
1A	Bear Pen Project Area	415	AC		0.00
2A	Papa Cow Project Area	509	AC		0.00
3A	Coyote Pete Project Area	502	AC		0.00
TREE CLIMBING					
4B	Bear Pen Project Area	50	Trees		0.00
5B	Papa Cow Project Area	50	Trees		0.00
6B	Coyote Pete Project Area	50	Trees		0.00

SUBITEM A: PERFORMANCE TIME: 32 Calendar Days
 ESTIMATED START WORK DATE: May 8, 2000

SUBITEM B: PERFORMANCE TIME: 15 Calendar Days
 ESTIMATED START WORK DATE: June 1, 2000

Accounting and Appropriation Data:

 Name and Title of Contractor

 Name of Ordering Officer

 Contractor Signature

 Ordering Officer's Signature

 Date

 Date